The Madras Law Journal.

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THE COURT FEES ACT AMENDMENT PROPOSALS.

In the recent circular letter addressed by the Government of India to the Local Governments, on the above subject, the 'necessity for an enactment more suited to modern requirements' is said to be 'generally recognised'; but a curious feature of the 'comprehensive amendment' put forward 'as a preliminary' is the transfer from the Legislature to the 'Chief Controlling Revenue authority' of the function of laying down the principles of valuation in respect of the most important class of suits in this country *viz.*, suits for land. We do not wish to be understood as implying anything against the manner in which the duty is likely to be discharged by the new authority; but we do say that the provision is distinctly retrograde. Our readers may remember the protests evoked in England in recent years by what has been termed 'Skeleton Legislation', entrusting to executive departments large powers of law making by way of statutory regulations. The practice is, if anything, more marked in this country; and a matter of such vital importance as Court-fees, which on no theory can be regarded as a source of revenue properly so called, is certainly not a fit subject for executive regulations. We agree that under the existing law there is great inequality in the incidence of Court-fees as between different kinds of immovable property, but we fail to see how the Revenue authority is better fitted to deal with the subject than the Legislature. If for any reason it is found necessary to delegate the function, one should have thought that the High Court was the proper authority to be entrusted with it. This brings to our mind another provision in the draft Bill which, though of small importance by itself, seems to us uncalled for. Under S. 20 of the present Act, the High Court has to frame rules in respect of process fees chargeable in Civil and Revenue Courts; but the Bill proposes to vest this power, so far as Revenue Courts are concerned, in the Chief Controlling Revenue authority. The

reason for the change is not stated, but we cannot help expressing our unfeigned regret at every proposal, whether small or otherwise, tending to emphasise the anomaly of our Revenue Court system, and divorcing those Courts from the regular judiciary of the land.

A considerable portion of the draft Bill accompanying the letter is taken up with the proposed amendments to Chapter IIIA of the Act relating to probate, letters of Administration &c. These deal mostly with changes of detail, some of them being intended to bring the Indian Law in line with the corresponding provisions of the English Statute. The amendment also makes it clear that court fee for probate &c. is to be levied only on the *net* value of the estate and that no fee is payable if the net value does not exceed Rs. 1,000.

Two other amendments in the Bill deserve to be noticed, one which settles that only a fixed fee of Rs. 10 shall be leviable on suits under the Religious Endowments Act or S. 92 Civil Procedure Code and the other which substitutes the language of S. 149 Civil Procedure Code for the second part of S. 28 of the Court-Fees Act. The first has much to be said in its favour, both on principle and on grounds of expediency, though we are not without misgivings as to whether it will not give increased facilities to people to vent their private spites against trustees. The second will remove all doubts created by the reference to 'mistake or inadvertence' in the present section. We are not quite sure (in spite of the decision in *Nellavadivu* v. *Subrahmanya* [1]) if even the language of S. 149 Civil Procedure Code places it beyond doubt that a pauper suit (or appeal) can be effectually stamped, if by the time the application for leave to sue (or appeal) in forma pauperis is dismissed the period of limitation for the suit or appeal has expired. We would suggest an express provision to meet the case.

The draft Bill is not meant to be exhaustive and several points not dealt with in the Bill are referred to in the India Government's letter. First among them is a proposal that "in all applications for the assessment of mesne profits after decree, decree-holders should be required to value their claims, pay the Court fee on such valuation and be limited in the amount awarded

1. (1916) 31 M. L. J. 239.

to that claimed, unless the Court for reasons to be recorded in writing, considers that a decree in excess of such valuation should be allowed." We seriously doubt if an amendment to this effect will attain the object said to be in view *i.e.*, 'render decree-holders more careful in making extravagant claims'. It appears to us, on the other hand, that the provision restricting the award by the Court to the amount claimed will induce (if not oblige) people to err on the safer side by overvaluing their claim; and in most cases the necessity of paying the Court fee beforehand may not act as a sufficient deterrent. Where, however, parties have valued their claim at something less than they are found entitled to, it will be unfair to deny them what is justly due and it will not be easy for the Court to decide what the undervaluation was due to. The provision also seems to us open to objection on general grounds. It has now been held in several cases that no court-fee can be levied in respect of mesne profits subsequent to date of suit, and so far as such profits are concerned the rule can have no operation. Some observations in *Chedilal* v. *Kirath Chand* 1 (see also *Ramkrishna Bhikaji* v. *Bhimabai* 2, *Dwarka Nath* v. *Debendranath* 3) would seem to suggest that Court-fees may be payable even in respect of future profits if they are claimed along with past profits; but it is difficult to see any foundation in principle for this view. As regards past profits the plaintiff puts an approximate valuation upon them in the plaint and we don't see why he should be called upon once again, after the preliminary decree, to put a valuation on the mesne profits. He has only to tender his evidence on the question and the Court has to decide what amount he is entitled to. The existing provisions of S. 11 seem to us sufficient to protect the interests of revenue. Now that under the new Code mesne profits are to be awarded by the decree itself and not left to be determined in execution, the second para of that section may be omitted.

The next question relates to the finality of the plaintiff's valuation in suits under cl. (iv) of S. 7. That is a point on which there may reasonably exist a difference of opinion. The balance of convenience seem to us on the whole to be in favour of leaving the plaintiff to his own valuation. If the

1. (1880) I. L. R. 2 A. 682. 2. (1890) I. L. R. 15 B. 416.
3. (1906) I. L. R. 33 C. 1232.

suit is one for accounts, the interests of public revenue are sufficiently protected by S. 11. In suits for injunction or in respect of easements, the subject matter is generally incapable of pecuniary valuation on any satisfactory basis and suits under sub-clause (*a*) of the clause relate to property which ex-hypothesi has no market value. Suits under sub-clause (*b*) will be considered later on. There remain only suits under sub-clause (*c*) *i. e.*, to obtain a declaratory decree or order where consequential relief is prayed. If the relief claimed is by way of possession, we presume that it will be covered by the clause relating to suits for possession. If, as frequently happens, an injunction is the consequential relief prayed, the suit stands substantially on the same footing as one under sub-clause (*d*). One other well known form of consequential relief is by way of cancellation of documents, decrees, etc. It is open to doubt whether it will be right to insist that in that class of cases the plaintiff should pay Court fee on the value of the property to which the document relates. Should it however be thought fit to empower the Court to check the plaintiff's valuation in suits under clause IV, the power must, it seems to us, be confined to cases in which the subject matter of the suit (as distinguished from the property to which the suit may generally relate) is such as reasonably to admit of a pecuniary valuation.

We may in passing refer to a cognate matter, *i. e.*, the power of the Court, in a suit for accounts or mesne profits, to award a decree for an amount in excess of its pecuniary jurisdiction. The cases on the point (as well as on the question of the forum of appeal in such cases) disclose such diversity of opinion as to call for the interference of the legislature to settle the matter in some way.

The letter next deals with the provision in S. 12 as to the 'finality' of a Court's decision about the fee payable in respect of a proceeding before it. The view taken in the majority of decided cases that the finality attaches only to determinations by way of calculation of amount and not to decisions as to the principle of assessment seems to us to be the right one. It appears to us also necessary that in so far as the legislature may think fit to allow a point of Court-fee to be raised before a higher Court, it should make definite provision for its being raised by an appeal or revision in the preliminary stage itself and not oblige a suitor

to pay it in the Lower Court or suffer dismissal of his suit and then raise the matter in an appeal or other proceeding against the decree itself. The decisions on the point are by no means uniform.

Two questions are raised in connection with the valuation of estates for probate etc., duty, one as to the point of time with reference to which the estate is to be valued and the other as to the extent of liability of estates passing by survivorship (under the Mitakshara Law). As to the 1st, it has to be borne in mind that the true value of an estate is its worth at the time of the owners' death, and as in the majority of cases the application for probate or letters of administration is likely to be made soon after the last owners' death, it seems desirable to adopt that criterion of valuation. As regards the 2nd, it is certainly incongruous to describe joint family property as property held in trust. If the Mitakshara theory is to be literally accepted no duty will be leviable even on the devolution of self-acquired property from father to son, for that too is by survivorship. It is now settled that the share of any member is during his life-time available for his creditors and in some parts of India it can be voluntarily alienated. It is therefore only right to provide that probate duty is leviable on such share. Where the coparcener happens to be the father, even the shares of his sons in joint family property are available, subject to certain exceptions, for his debts, apart from any question of family benefit. On this ground, it has been sometimes suggested that the whole property may be treated as that of the father for purposes of levying court-fee. This however ignores the fact that the sons may, even during the father's life-time, deal with their interests in the family property.

The proposal that, in cases in which a deficiency in court-fees is discovered after the decision of the suit, the deficit should be made recoverable as an arrear of land revenue, seems to us too drastic. If the difference is small, it is scarcely worth while to pursue the matter; if the difference is large, the proposal would work great hardship, for, if the suitor had been told in time that he must pay a much larger amount by way of court-fee, he may not have proceeded with the suit at all. The State may reasonably be content with the protection afforded by the 2nd clause of S. 12 and trust to officers of courts to see that proper court-fees are paid in proceedings before them,

As regards suits for partition, we hope that the view taken in Calcutta and Allahabad will commend itself to the legislature, in preference to the Madras view. It is certainly hard that a co-parcener, whose right to participate in joint family property is not denied, should be asked to pay an advalorem fee as in a suit for possession, when he seeks to have separate enjoyment of his share. The Madras view as to sub-clause (b) of S. 7 (4) will also lead to this anomaly that even as regards a person whose right is denied, if he seeks a decree for joint possession he can value the suit as he likes, whereas if he seeks the equivalent of it by way of separate possession he must pay court-fee under clause 5. It is difficult to justify the distinction on principle. The sub-clause may well be dropped or made clearer.

The Calcutta and Allahabad Courts have however gone in for an unreasonable view as regards the Court fees payable on review applications. Whether or not the language of the present articles 4 and 5 of Schedule 1 is capable of being construed in the way adopted in Madras and Bombay, there can be little doubt that when review is sought only of a portion of a decree, it will be subjecting the party to a penalty to make him pay court-fee on the full value of the decree. We would also add that it is needless to make a distinction between applications presented before the 90th day and those presented afterwards.

There is much to recommend the proposal of the Honourable Maharajah Ranajit Sinha that in suits decided *ex parte* a moiety of the fee should be refunded to the plaintiff. We hope the Government will ultimately see their way to accept it.

There are two points, not mentioned in the Bill or in the letter, to which we would direct attention as fit subjects for consideration by the Legislature in this connection. The question of the Court-fee payable in respect of appeals against preliminary decrees has of late been frequently raised and it has been generally ruled that even in cases in which the preliminary decree only *declares* the rights of parties and does not fix the amount of liability, *ad valorem* Court-fee should be paid in respect of the appeal, on the basis of the valuation in the plaint. It often happens that the final decree is passed before the appeal against the preliminary decree is disposed of and the party is obliged to appeal against that decree also. Provision should be made relieving the party from payment of advalorem fee in one or the other of the appeals.

Prior to 1908, the court-fee on a memorandum of cross-objections (under S. 561 of Act XIV of 1882) was not only allowed to be paid at the time of *hearing* but was limited in amount to the difference between that paid by the appellant and the amount that would have been payable if the appeal had comprised also that part of the decree to which the cross objections relate. The amendment, by the Code of 1908, has made the fee payable in advance and the amount has to be determined as if it were an independent appeal. So far as the amount of fee is concerned, the older provision may, it seems to us, well be restored, especially in view of the fact that, under O. 41, R. 33 C. P. C. the court is empowered to afford the necessary relief even in the absence of a memo of objections.

SUMMARY OF ENGLISH CASES.

In re **Forrest Bubb** *v.* **Newcomb:** (1916) 2 Ch. 386.

Will—Construction—Legacy to " servants "—Farm labourers if included.

A testator gave " to each of my servants who shall have been in my service for three years prior to my decease, and shall be still in my service, one year's wages." When he died, the testator was possessed of about 700 acres of land and a house in which he employed several domestic servants. The testator farmed the lands himself, though he employed six labourers at ordinary labourers' wages, who, if servants, complied with the other conditions of the legacy.

Held that though these six labourers were servants in some sense, they were not servants in the service of the testator within the true meaning of the words used in the will, and that the testator was referring to persons who ministered in some way to his personal comfort, or his wants—persons of the class of domestic servants, though not necessarily only those employed in the house.

Elliott *v.* **C. P. Roberts & Co. Ltd.** (1916) 2 K. B. 518 C. A.

Negligence—Damages—Building Contract—Power reserved to owner of building to give special work to special tradesmen—Obligation on contractor to allow reasonable use of scaffolding to employees of owner of building—Duty of contractor, as invitor.

The defendants contracted with a local authority to remodel and enlarge a school building for a lump sum in accordance with the specification in the schedule annexed to the contract. This sum included sums for special works like providing and fixing hot water heating apparatus, and the local authority reserved to themselves the right to nominate special tradesmen to execute the work in which case the fixed sum for the work was to be deducted from the contract price and to be paid direct by the local authority to the tradesmen executing the work. By a clause in the contract all tradesmen and others executing any work or supplying any goods for the purposes of the contract who might at any time be nominated or approved by the local authority were thereby declared to be Sub-Contractors employed by the defendants. By a clause in the specification, the defendants were bound to afford facilities to tradesmen employed by the Local authority in the building including the use of any scaffolding erected by the defendants for their own purposes.

The Local authority, under the option reserved to them, contracted with a firm of hot water engineers to provide and fix the hot water heating apparatus in the building. The defendants in order to provide a gangway for their workmen over an opening in an upper floor of the building, laid down two planks side by side across the opening, but the planks were not fastened in any way. The plaintiff, a work man in the employment of the hot water engineers, in the course of his work was passing over the gangway when, apparently because the boards stipped, he fell down the opening and was injured. In an action against the defendants to recover damages for the injuries caused, as alleged, by their negligence, *Held* that the relation of the plaintiff towards the defendants was that of a person who had been invited by them to pass over the gangway and not that of a trespasser or a mere licensee.

Johnston *v.* Braham and Campbell: (1916) 2 K. B. 529.

Damages—Principal and agent—Negligent conduct of agent leading principal to embark on adventure resulting in loss—Measure of damages.

When a person complains of being misled by the negligence of an agent into entering into an adventure from which loss ensues he is entitled to recover that loss because if is the amount he has

actually less in his pocket, and he is entitled at best to be restored to the position in which he would have been if the agent had not been guilty of the breach of duty towards him. But he cannot add to that loss the speculative profits which he might have made if he had had his time or money at his disposal instead of having embarked in the adventure which has miscarried.

Fanshaw *v.* **Knowles** (1916) *2* K. B. 538 C. A.

Practice—Trial by jury—Privy Verdict—Civil cases—Separation of jury after summing up—Validity of verdict.

The rule of law that any separation of the jury after the judge's summing up in a criminal case invalidates their verdict, has no application to civil cases. In a civil action, after the judge had left the court one evening, the jury stated to the associate that they had agreed to a verdict on two points, but could not agree on the third and then separated for the night. Next morning they came before the judge and gave a verdict on all the three points, attaching a condition to the verdict. On the judge telling them that they could not attach the condition which they sought to impose, they withdrew it. *Held,* that the verdict was valid. The history of the law as to separation of juries, discussed by Lord Reading.

Tonnevold and Finn Fries, In re: (1916) 2 K. B. 551.

Shipping—Charterparty—Construction— Voyage involving "risk of seizure or capture"—Risk of being sunk by belligerent submarines.

A Norwegian vessel was hired for a term of five years by a Charterparty, made in 1912, which provided that "no voyage be undertaken...that would involve risk of seizure, capture etc. by rulers or Governments." An arbitrator found as a fact that a particular voyage would involve the risk of the vessel being attacked and sunk by German submarines. *Held,* that a voyage which involved the risk of the vessel being attacked and sunk by German submarines was one which would involve risk of "seizure" or "Capture" within the meaning of the charterparty.

Booth Steamship Company Ltd. v. Cargo Fleet Iron Co. Ltd. (1916) 2 K. B. 570, C. A.

Sale of goods—Right of stoppage in transit—Liability of vendor to carrier for freight—Sale of Goods Act, 1893 (56 and 57 Vic. C. 71) Ss, 44, 45, 46, 47, 48 and 61.

Where goods are stopped while in transit and before they reach their specified ultimate destination by notice from an unpaid vendor, the carrier is bound to act upon the notice by delivering the goods to or according to the directions of the vendor, and if he fails to do so he is liable to an action by the vendor for wrongful conversion.

The vendor on his part although he is not a party to the contract of affreightment, is bound to take the goods or give directions for their delivery on arrival and to discharge the carrier's lien for freight, and if he refuses to perform this obligation he is liable in damages to the carrier for the amount of the freight.

If the conduct of a vendor who has stopped goods in transit prevents them from being carried on to their specified ultimate destination, he is liable for the freight not only in respect of the whole voyage to the place at which the goods are in fact landed, but also to the ultimate destination.

The effect of stoppage in transitu is not to rescind the contract between the carrier and the purchaser or to vest the property in the goods in the unpaid vendor.

Law and Bonar Ltd. v. British American Tobacco Co. Ltd. (1916) 2 K. B. 605.

Sale of goods—C. I. F. Terms—Insurance against war risk —Duty of seller to give buyer facility for insurance—Sale of Goods Act, 1893 (56 and 57 Vic. C. 71) sub-sec. 3—Tender of documents representing goods duly shipped but lost.

S. 32, sub-sec. (3) of the Sale of Goods Act, 1893 which imposes on the seller the duty of giving the buyer information so as to enable the latter to insure the goods does not apply to a contract on C. I. F. terms entered into in time of peace, inasmuch as the contract itself provides for all the insurance that is contemplated or usual at the time when it is made; nor does the sub-section impose any fresh obligation on the seller to give notice to the

buyer so as to enable him to insure against war risks, if after the the Contract, war becomes imminent.

The tender of documents representing goods duly shipped in accordance with the Contract and insured against marine risks as required by the contract is not vitiated by the fact that the goods had actually been lost.

Mitchell, Cotts and Co. v. Steel Brothers and Co. Ltd: (1916) 2 K. B. 610.

Shipping—Shipper's duty to shipowner—Extent of—Knowledge of risk of delay in discharging goods at post of destination —Duty to communicate to shipowner—Liability of Charterer.

Whatever may be the full extent of the obligation upon a shipper of goods, it amounts at least to an undertaking by him that he will not ship goods likely to involve unusual danger or delay to the ship without communicating to the shipowner facts which are within his knowledge indicating that there is the risk, provided that the shipowner does not and could not reasonably know those facts.

The shippers of a cargo of rice on a vessel which they had chartered for a voyage to a port in Greece knew that the rice could not be discharged there without the permission of the British Government though they believed that they might obtain the permission. In fact they were unable to procure it, and the ship was considerably delayed. It was found that the ship-owners did not and could not reasonably have known that the permission was necessary.

Held, that the delay arose from a breach by the charterers of their obligation to the ship-owners and the latter had therefore a cause of action against the former in respect of the delay so caused.

Powell *v.* **Gelston** :—(1916) 2 K. B. 615.

Defamation—Libel—Publication—Letter addressed to one person opened by another—Liability of author.

A father intending to purchase a house from the plaintiff, asked his son with whom he was staying on a brief visit, to write to the defendant to make certain inquiries regarding the plaintiff.

The son wrote in his own name and from his own address asking for the information in confidence and promising not to let the plaintiff know the contents of the letter. The defendant replied by a letter which arrived at the son's house during his absence; and the father opened and read the letter, the son being entirely ignorant of it. In an action by the plaintiff against the defendant in respect of alleged libellous statements in the letter, it was found by the jury as a fact that the defendant did not know or expect that his letter might probably be opened or seen by any person other than the addressee, and that the defendant did not *bona fide* believe that what he wrote was true, but was actuated by malice in writing the letter.

Held that there was no publication of the libel by the defendant so as to make him liable in damages to the plaintiff.

Rex *v*. **Banks** (1916) 2 K. B. 621.

Criminal Law—Carnal knowledge of girl between thirteen and sixteen years of age—Reasonable cause to believe girl sixteen years of age—Prosecuting counsel, duty of.

Where a person was charged under S. 5 sub-sec. (1) of the Criminal Law Amendment Act, 1885, of having carnally known a girl of or above the age of 13 and under 16 years and the defence was that the accused person had reasonable cause to believe that the girl was of or above the age of 16 years. *Held*, that to escape liability, it was incumbent on the accused person to show that he had reasonable cause to believe, and did in fact believe, that the girl was at least 16 years of age. Prosecuting Counsel ought not to press for a conviction, but must regard themselves rather as "ministers of justice" assisting in its administration than as advocates.

JOTTINGS AND CUTTINGS.

A Scrap of Paper:—French Jurisprudence, says the *Daily Telegraph*, has just laid down that the expression "a scrap of paper" is libellous when applied to any document. A tenant had not paid his rent, and the landlord, the tenant being mobilized, wrote to the Minister of war that his tenant "looks upon the agreement signed by him as a mere scrap of paper",

The tenant sued the landlord for libel, and the court decided that "whereas the expression 'scrap of paper' has now become history, and will for ever brand the nation which has exceeded all records of duplicity and infamy, and whereas to apply such terms to any person is, and will always be the gravest insult to his honour, the landlord must pay £ 240 damages, and a fine of 5 f.—*The Law Students' Journal, (September).*

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Lawyers as leaders :—Yet another instance of the large part which lawyers are playing in the world's affairs in these momentous times is afforded by the formation of the new Greek Ministry, M. Kalogeropoulos, the new Prime Minister is the acknowledged leader of the Greek Bar, and received part of his legal training in France. The Prime Minister of England, France, and Italy are all lawyers, and have shown themselves to be practical men of affairs, capable of leading their respective nations at the most critical period of their history. When the time comes for arranging the terms of peace-terms which will fitly represent the triumph of the cause for which the Allies are fighting—the legally-trained minds of these lawyer-statesmen will have a special value in the settlement of the complex problems that will comfort the leaders of all nations. *The Law Journal.*

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The Death of Mr. Raymond Asquith.—Few of the supreme sacrifices of the great struggle have possessed a more poignant interest for the public than the death of the Premier's eldest son; none has evoked a more intimate feeling of regret at the Bar. Mr. Raymond Asquith was not merely the Prime Minister's son. The brilliant gifts which enabled him to emulate his father's achievements at Oxford also enabled him to win already a considerable position at the Bar. None of the youngermen in the profession showed more individuality or promise. Among the many expressions of sympathy which the premier has received in his bereavement none will be more sincere than those coming from the profession which is proud to have had both father and son in its ranks.—*The Law Journal, September 23rd.*

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Long Trials and Forensic Oratory.—Is the Bar responsible for the longer duration of trials? It is being boldly asserted in

connection with the prodigious case in Mr. Justice Eve's Court, that it is. There is a passage in Lord Alverstone's volume of reminiscences which, to some extent, seems to support this assertion. 'I remember,' he writes, 'Sir Henry James, himself one of the leaders on the Oxford Circuit, saying to a Queen's Counsel on the same Circuit, "X you lose a lot of cases by bringing in immaterial matters, which do your case more harm than good." X's reply was characteristic: "You are quite right, but I never lose a client." What however, this passage really makes clear is that litigants are more exacting in their desire to have their cases fully heard and it is a desire which some of the most distinguished judges, as well as many of the most eminent members of the Bar, have deemed it right not to discourage. Courts, after all, exist to give satisfaction to those who resort to them—even to those who are defeated in them. No litigant ought ever to leave the Courts without feeling that he has received a full and patient hearing. Well, I would rather lose in this Court than win in Mr. Justice, ————'s,' were the consolatory words of one well-known litigant when Mr. Justice Stirling, after an exhaustive hearing, gave judgment against him. The notion, which appears to prevail in some quarters, that the Bar has grown more talkative is quite devoid of foundation. 'He was careful to keep down repetition, to which the counsel, one after another, are very propense'—so it is written in the Biography of Lord Chief Justice North, and the passage is sufficient to show that the speeches of counsel in his time were not exactly models of brevity. Nor were they in the days in which Sir Joseph Jekyll wrote his witty lines:

> Behold the Serjeant full of fire.
> Long shall his hearers rue it?
> His purple garments come from Tyre,
> His arguments go to it.

Mr. Upjohn's speech in the Rhodesia mining case, which has already occupied more than twenty-five days, may not be a conspicuous example of forensic conciseness, but no reasonable person can believe that his tremendous speech has been wholly wanting in relevancy. If the speeches of counsel are longer than they used to be—and the statement that they are is not to be accepted without some qualification—it is only because they deal with more complicated matters than the advocates of other days were concerned

with. 'The taste of this age (like the taste for dry rather than sweet champagne) is not for florid declamation, but for clear, terse, pointed and practical speech.' That was said by Lord Russell of Killowen, himself one of the finest speakers the Courts have known in modern times, and it states a truth which is illustrated at the Bar no less than in the Senate. 'Declaim, sir! Why don't you declaim? Speak to me as if I were a popular assembly,' remarked a famous Scottish judge to an advocate who addressed him in language that betrayed not a trace of emotion. This love of declamation is certainly not shared by the judges of the present day. To them a peroration is an insult.—*The Law Journal, September 2, 1916.*

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Imprisonment for Debt.—Not less remarkable than the reduction in the general work of the County Courts is the decline in the imprisonment of debtors. What the late Sir Thomas Snagge called a 'barbarous and baneful system' has, in truth, been on the wane for several years past—how rapidly the following figures for nine years will show:—

1906......11,986	1909......8,904	1912......5,820
1907...... 9,214	1910......8,189	1913......5,711
1908...... 9,141	1911......7,681	1914......3,887

Yet another large decrease—due, no doubt, largely to the war—is recorded in the latest Returns. The number of debtors sent to prison in 1915 did not exceed 1,542—considerably less than half the number in the preceding year, and much the lowest number on record. In ten years—from 1906 to 1915—the number of warrants of commitment has fallen from 152,759 to 70,331. There is an increasing tendency on the part of the judges not to use their powers of imprisonment except upon the clearest proof that debtors have neglected to pay whilst having the means to pay.—*The Law Journal, August 19, 1916.*

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The Cab Whistling Nuisance.—The Home Secretary, after consulting the Commissioner for Police, has announced his intention to frame a Regulation prohibiting the use of cab whistles from 10 p.m. to 7 a.m. in certain areas of the Metropolis. As he prefaced this announcement by referring to the large number of wounded soldiers now in London hospitals, it is presumed that the specified areas will be exclusively those in which hospitals are situate. While, therefore, those who have complained of the nuisance will have good cause to welcome the suppression of cab-whistling in

its most mischievous form, some, at any rate, may regret that a more general use of the Home Secretary's powers to suppress it has not been decided upon. To those sufferers from the 'nightly torture' who do not reside in the neighbourhood of hospitals it will bring no personal relief.—*The Law Journal, August 19, 1916.*

BOOK REVIEWS.

INDIAN CASE LAW, ON EJECTMENT, *by Mr. Lal Mohan Mukhopadhyaya Published by Messrs. Butterworth & Co. Calcutta.*

A comprehensive view of the entire law of Ejectment in the infinitely varied Indian conditions was a desideratum and Mr. Mukhopadhyaya has well met it. A mere look at the contents will suffice to convince one of the enormous labour that this work must have involved. The profession must feel thankful to the Author.

LAW STUDENT'S INDIAN PENAL CODE: *Law Printing House, Madras.*

The bare text with a full index is as much necessary on occasions to the practitioner as to the student. Search after the text of the Act in a fully commented edition is verily a search for a needle in a bottle of hay. It is a neat and handy publication.

THE INDIAN DECISIONS, *(New Series) High Court Reports Madras Vol. 1 published at the Law Printing House, Madras.*

We are glad to say that the Law Printing House has brought out the first Volume of their Indian Decisions (New Series) which reprints volumes 1 to 4 of the Madras High Court Reports. The Madras High Court Reports have a supreme value to the legal profession by reason of the classical judgments of jurists of the eminence of Sir Colley Scotland and Holloway. The publishers give below the head note of each reported case, the references, to later cases in which each case has come up for consideration. The High Court Reports are a necessary supplement to the Indian Law Reports which the publishers have reprinted and we hope the profession will avail themselves of the opportunity thus afforded them. It is needless to say that the volume under review maintains fully the reputation for the neatness of printing and get up which is usually associated with the Law Printing House Publications.